

PROPERTY REPORT AND NEGOTIATION DOCUMENT

XXXX

XXX

Biggleswade
Bedfordshire
SG18 XXX



Aerial View - 360 Photo

FOR

Mr X

Prepared by:

XXXX

INDEPENDENT CHARTERED SURVEYORS

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INTRODUCTION

We have been instructed to inspect and prepare a Property Report and Schedule of Condition for:

XXX

XXX

Biggleswade

Bedfordshire SG18 XXX

We inspected the property on XXXX

The Property Report gives you advice on what we consider are the key property issues. The Schedule of Condition relates to the lease you are considering and helps protect you against future liabilities from dilapidations claims if legally appended to the lease.

Dilapidations defined:

Dilapidations is a legal claim against you regard to the covenants within your lease which you have not kept to the standard required by the lease. The covenants typically divide into Repair, Redecoration, Reinstatement and Statutory Regulations. Your Legal Advisor should fully inform you about Dilapidations claims.

Full Repairing and Insuring Lease

We assume the property is being let on a standard Full Repairing and Insuring Lease (known as a FRI lease) and that any unusual or onerous clauses will be brought to our attention by your solicitor before legal commitment to purchase the lease.

Everything is negotiable

Remember with the dilapidations everything can be negotiated. Our golden rule is always to negotiate slowly and carefully as what is agreed at the start of the lease is generally what any future negotiations are based upon so it is so important to get it right at the start.

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Existing dilapidations liability

We assume the existing dilapidations liability will be met/carried out by the existing leaseholder. The Schedule of Condition that we've forwarded to you is often part of a negotiations process and it may be queried/challenged by the leaseholder and/or the freeholder/landlord and their agents and representatives. We are more than happy to work with you during this negotiation process.

However, we would note that there does not look to have been any professional repairs carried out recently, only what we would term as DIY painting to the windows and walls. In the case of the windows this was without appropriate repair.

Light Dilaps

A trend that we have seen in many pubs where the existing operators and tenants are performing very well, either by way of beer and food sales or paying the rent, what we would term as a Light Dilaps, but require the existing Lessee to carry minimal work, are served. When we have inspected these they are not being prepared to the standards set out within the Lease and find that our Schedules of Condition have been prepared with the Lese standards of a full repairing and insuring requirement as a basis for what we do.

Condition of the building

We have over the years found that our Schedules of Conditions are often queried and challenged by developers/freeholders/landlords/their agents and representatives and we consider this to be a normal part of the property negotiation process and we are more than happy to work with you during these negotiations.

Terms and Conditions

This work has been carried out as per our standard Terms and Conditions of Contract, which have been emailed to you as part of the confirmation of our instructions. If you would like further clarification please do not hesitate to contact us.

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SYNOPSIS

SITUATION AND DESCRIPTION

(All directions given as you face the property from the front)

This is a large two storey detached public house which has been extended and amended over the years. It is two storey with an underground vaulted cellar.

There is car parking to the front and also an overflow car park to the rear right side and sitting out area and children's play area to the right side.

There is a separate function hall to the front of the property and a dilapidated barn to the rear.

We have checked the BritishListedBuildings.co.uk website and have found the property recorded as Grade II Listed. Details of the listing are in the Appendices of this report.

ACTION REQUIRED: Your legal adviser needs to check and confirm all of the above.

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Location Plans



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REPORT FORMAT

To help you understand our Report we utilise various techniques and different styles and types of text, these are as follows:

GENERAL/HISTORICAL INFORMATION

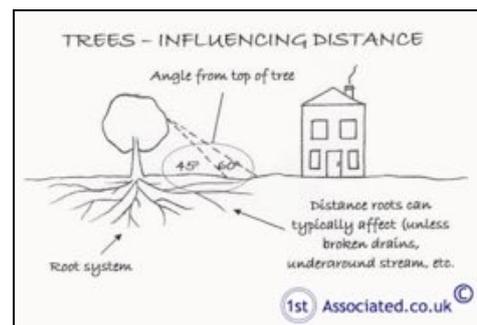
This has been given in the survey where it is considered it will aid understanding of the issues, or be of interest. This is shown in "italics" for clarity.

TECHNICAL TERMS DEFINED

Throughout the Report, we have endeavoured to define any technical terms used. This is shown in "Courier New" typeface for clarity.

A PICTURE IS WORTH A THOUSAND WORDS

We utilise photographs and sketches to illustrate issues or features. In some photographs a pencil, pen, circle or arrow has been used to highlight a specific area. The sketches are not 100% technically accurate, we certainly would not expect you to carry out work based upon the sketches alone.



Influencing distance of trees

ORIENTATION

Any reference to left or right is taken from the front of the property, including observations to the rear, which you may not be able to physically see from the front of the property.

ACTION REQUIRED AND RECOMMENDATIONS

We have used the term **ACTION REQUIRED** where we believe that there are items that you should carry out action upon or negotiate upon prior to purchasing the lease.

Where a problem is identified, we will do our best to offer a solution. However, with most building issues, there are usually many ways to resolve them dependent upon cost, time available and the length of time you wish the repair/replacement to last.

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SUMMARY OF CONSTRUCTION

Public House

External

Chimneys:	Four chimneys; two render and two brick
Right Roof:	Pitched double roof with valleys and gutter, clad with clay peg tiles
Left Roof:	Pitched and clad with clay tiles
Single Storey Roofs:-	
Rear Left Flat Roof:	Felt covered
Rear Right Flat Roof:	Pseudo pitch and felt flat roof
Front Middle Roof:	Single pitched clad with clay tiles
Left Roof:	Single pitched roof clad with slate
Roof Structure:-	
Left Side:	Queen post partly exposed roof No access into roof area
Right Side:	Substantial King post roof Water tank
Gutters and Downpipes:	Cast Iron and Plastic
Soil and Vent Pipe:	Cast Iron and Plastic
Walls:	High Level: Painted render High level Flemish gable ends hiding right side roof. Low Level: Flemish Bond brickwork re-pointed in cement mortar (all assumed)
Fascias and Soffits:	Painted timber
External Detailing:	Painted timber, single and double glazed, casement windows Timber doors

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Internal

Ceilings:	Lath and plaster and plasterboard (assumed)
Perimeter Walls:	Mixture of lime plaster and dry lining (assumed)
Internal Walls	Mixture of solid and studwork (assumed)
Floors:	
Ground Floor:	Right side: Suspended timber floor (assumed) Left side: Concrete (assumed)
First Floor:	Joist and floorboards with embedded timbers (assumed)

Services

We believe that the property has a mains water supply, drainage, electricity and gas (all assumed). We have not turned any services on or tested the services.

Heating: There is a wall mounted Worcester boiler located in the kitchen on the first floor.
There is an unvented water heater located in the kitchen on the first floor.

Electrics: The electrics are dated and are located in the cellar and kitchen (front left)

Gas: The consumer unit was not located

Drainage: The manholes are located to the front, assumed on to a septic tank system

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Function Room

External

Main Roof:	Pitched, clad with pantiles and slates to the perimeter
Roof Structure:	Cut timber roof
Gutters and Downpipes:	Plastic
Soil and Vent Pipe:	Internal
Walls:	Shiplap boarding (assumed) Brickwork at base (assumed)
External Detailing:	Timber windows Timber doors

Internal

Ceilings:	Plasterboard (assumed)
Perimeter Walls:	Lined, areas of brickwork (assumed)
Internal Walls	Mixture of solid and studwork (assumed)
Floors:	Timber (assumed)

Services

Heating:	There is a wall mounted Valliant boiler located in the kitchen
Electrics:	The electrics are dated and are located in the bar area

Barn

We have not had access into the Barn at the time of our inspection and no access to the rear of the barn externally.

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External

Main Roof:	Pitched, clad with pantiles Glazed old style roof window
Roof Structure:	Not accessed
Gutters and Downpipes:	Plastic
Walls:	Predominately shiplap boarding Left side gable brickwork (all assumed)
External Detailing:	Timber windows Timber doors

We have used the term 'assumed' as we have not opened up the structure.

ACTION REQUIRED: Your Legal Advisor should check all the above and advise us of any further information they require before legal commitment to purchase the lease.

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EXTERNAL PHOTOGRAPHS



Front view from right side



Front left view



Right elevation



Left view



Rear view from left side



Rear view from right side



Sitting out area



Play area



Children's play area

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Front car park entrance area



Overflow car park to right



Roadside view of Function Room



Function Room



Right view Function Room



Sitting out area to right



Front of Barn

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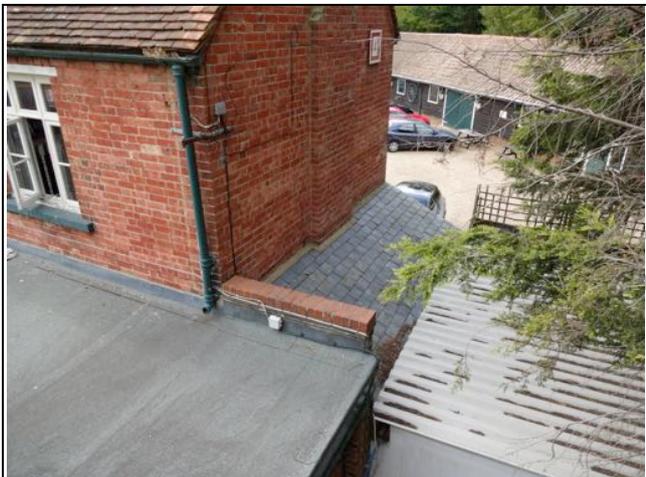
AERIAL VIEWS - 360 PHOTOS



Front aerial view 360 photo



Rear aerial view 360 photo



Left side aerial view 360 photo



Right side and sitting out area
aerial view 360 photo



Function Room aerial view 360 photo



Barn aerial view 360 photo

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EXECUTIVE SUMMARY

Summaries are not ideal as they try to précis often quite complex subjects into a few paragraphs. This is particularly so in a summary about someone's future business when we are trying to second-guess what your priorities are, so it is important the Report is read in full.

It is inevitable with a report on a building of this nature that some of the issues we have focussed in on you may dismiss as irrelevant and some of the areas that we have decided are part of the 'character' of this property you may think are very important. We have taken in the region of 800 photographs (a CD copy of all photographs is enclosed) during the course of this survey and many pages of notes, so if an issue has not been discussed that you are interested in or concerned about, please phone and talk to us before you purchase the lease (or indeed commit to purchasing the lease), as we will more than likely have noted it and be able to comment upon it. If we have not we will happily go back. Having said all of that, here are our comments:

When taking on a lease we believe there are three key areas that you need to consider, these are:

The Business

From what we understand you have been run this pub before and therefore will be able to assess the business as it presently is and decide upon the true potential and its value to you.

It may also be prudent to take independent advice on the market value of the lease and identify what the typical user would pay bearing in mind the comments we have made within this report.

The Lease

The quality of the lease needs to be discussed with your Legal Advisor and understood. You need to understand your rights, responsibilities and liabilities when you sign for a lease of this nature.

ACTION REQUIRED: We ask that your Legal Advisor brings any onerous or unusual clauses to your and our attention before legal commitment to purchase. For the purpose of this report we have assumed this is a standard full repairing and insuring Lease.

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The Property

There are many aspects to look at property-wise, both from its condition at the moment, to its condition in relation to the lease and its future condition.

Schedule of Condition recommended

You are currently reading the Property Report, which is intended to advise you on the property element of the purchase. We will also provide you with a Schedule of Condition, which will enable you to agree with the Landlord the condition of the property when you start to lease it and should be signed and appended to the lease.

Only one opportunity to negotiate

We would remind you that you only have one chance to negotiate the rent price correctly at the start of the lease. The rent agreed at the start of the lease will affect all future rent reviews so ensure you are paying the market rent/the lowest rent possible and be aware that rent free periods, stepped rents, etc do not lower the rent value. You also need to ensure that the Schedule of Condition is appended to the Lease to minimise future repair liability.

The Summary

The Summary is divided into the good, bad and the ugly or as we have titled the sections here plus points, medium priority and high priority. This is to enable you to get a better understanding of the potential and issues with the property. You may query our findings but we find this a standard part of the negotiation process and are more than happy to help you with this.

Plus Points

Survey reports often are full of only the faults and general 'doom and gloom', so we thought we would start with some positive comments on the property!

To summarise these into plus points:

- 1.0) Having run the pub before you will know its potential. We would, however, spend some time with the existing lessees, watch/helping them operate the pub it so you can understand how it has changed since you last ran it.
- 2.0) The pub has potential.

We are sure you can think of other things to add to this list.

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Medium Priority

Problems / issues raised in the 'medium priority' section are usually solvable, but often need negotiation upon. However, a large number of them may sometimes put us off the property.

1.0) General condition not to FRI Lease standards

We would advise that the property is not to typical Full Repairing and Insuring lease standards as inspected at the time of our survey which means there is work to be carried out by the existing leaseholder and/or the landlord.

We would add that typically a Full Repairing and Insuring lease requires full repair and redecoration when the lease comes to an end one month before know as yielding up or giving the property back. Repairs and redecoration have clearly not taken place recently and we believe that these have not taken place regularly during the course of the Lease and are typical clauses in a Full Repairing and Insuring Lease.

We have detailed items within the Schedule of Condition which we do not believe are to the standard set within the covenants (terms and conditions of the lease) as the property stands. We also add that we do not believe that cyclical redecoration has been carried out externally or internally during the course of the present Lease.

ACTION REQUIRED: We would not take on this Lease without a Schedule of Condition being legally appended to the Lease and the condition of the property being agreed and understood with the Landlord and their Legal Advisors.

In this case we would be looking for a reduction in the Lease value and Lease rent and as mentioned we would not consider taking on the Lease without a Schedule of Condition legally appended to the Lease.

Covenant Defined:

The laws and rules within a Lease that are actionable via the legal system.

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2.0) Interim Dilapidations Claim

We understand that there is an interim dilapidations claim, which from what we can see at the pub none of the work has been carried out to any standard. We would also term the dilapidations schedule that we have seen as 'light weight' and believe a truer dilapidations schedule will be treble to quadruple the amount of items and costs.

Dilapidations defined:

Dilapidations is a legal claim against you with regard to the covenants within your lease which you have not kept to the standard required by the lease. The covenants typically divide into Repair, Redecoration, Reinstatement and Statutory Regulations. Your Legal Advisor should fully inform you about Dilapidations claims.

2.1) Interim Dilapidations Served

It should be noted that an Interim Dilapidations has been served and any work not carried out by the existing leaseholders would pass onto yourself as your liability unless a Schedule of Condition can be appended to the Lease that limits the liability. This is of course assuming the present leaseholders and property owners do not carry out the work, which we think is an unlikely scenario given what we have seen during our survey.

ACTION REQUIRED: As mentioned, you need to have a Schedule of Condition appended to the Lease. If this is not legally agreeable with the property owners and their solicitors then you need to at the very least formerly serve the Schedule of Condition onto the property owners and their associated solicitors via your legal advisors.

3.0) Listed Building and Your Liabilities

The property is Grade II Listed, from research on the BritishListedBuilding.co.uk website (your legal adviser to check and confirm this).

Full details in the Appendices

Full details of the Listing are in the Appendices of this report.

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As the building is Grade II Listed any work being carried out to it not only has to be approved by the property owners as part of the Lease terms, but also needs to be approved and be an appropriate standard required by the Listed Building Conservation Officer.

For example:

Where the roof has been repaired, in some areas the tiling does not look appropriate and looks to have been carried out with a concrete tile.

The Listed Building Officer could in theory ask you to replace this with the appropriate clay peg tile.



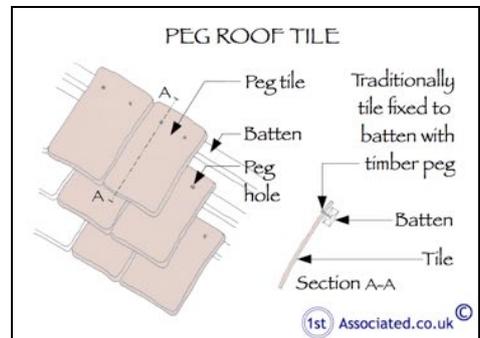
General view of tiling showing the variety of tiles used and some of them are not older style clay tiles



Rear of peg tiles from within the roof space

Clay Peg Tile Defined

This is a tile which is held in place by pegs.



Peg tiles

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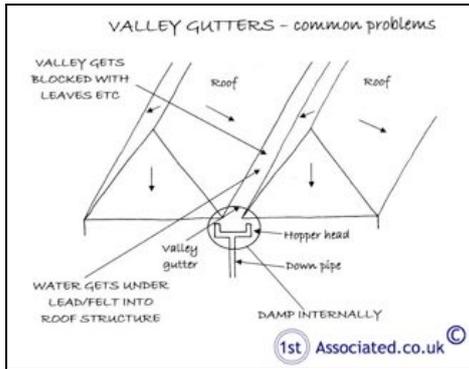
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4.0) Double Pitched Roof to Right

The roof to the right side consists of an old double pitched roof with hidden lead valley gutters and box gutters which are covered with a peg tile. We would say this is in poor condition, leading to dampness coming in which is visible in the private living accommodation beneath.



Common problems with valley gutters – and you have two valley gutters



Double pitched roofs hidden by rendered area



Double pitch roof to left side



Double pitch to right side

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Leaded hidden valley gutter



Underneath valley gutter dampness coming in



Dampness coming through the ceiling in one of the right hand bedrooms

This is also the roof that we gave the example in relation to the Listed Buildings liability above.

The combination of the roof being in poor condition and having a Listed Building liability means it is a high risk to take on. This, when combined with valley gutters, which are a known problem within a building, means we recommend it is excluded from the lease.

At the time of our inspection that there has been a lack of general maintenance to the valley, that can, and has, led to rainwater building up in the valley gutter and then getting into the structure and the building.

Valley gutter defined

A valley gutter is where two main roofs meet or where there is a change in roof direction.



DIY repair to old roof



Plants growing out of the water outlet on the right hand roof



Removing mud and grass out of valley gutter – lack of maintenance

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Second valley gutter



Back of lead lining on valley gutter damaged in some areas DIY repair

ACTION REQUIRED: We recommend the roof is excluded from the Lease or the property owners/existing leaseholders carry out work to bring this into a good condition.

You should note that when it rains heavily we think this area will be susceptible to leaks.

To highlight this here is an example of the problems on the roof, on the far right side we could see the box gutter has been poorly repaired with modern materials. In addition to this we can see the outlet from the valley gutters are blocked.

ANTICIPATED COST: Very difficult to estimate how much this would cost. If it is not excluded from the lease we would say that if the work has to be carried out with a Listed Building Conservation Officer you are looking at costs in the region of £10,000 to £20,000 for complete removal of the existing roof cladding, checking of the battens and timbers beneath and making good as required. Then re-installing the battens and tiles in appropriate peg tiles, together. In the region of £2,000 to £5,000 to clear valley gutters and make good.

For example:

Far right side we could see the box gutter has been poorly repaired with modern materials.

The good news is that the area is easily accessible and a general maintenance programme should, over the next few years, bring this area up to a better standard.

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Scaffolding may be needed to scaffold over the area to give a waterproof protection whilst the work is being carried out.

For more basic repairs carried out to make the roof watertight we would expect costs in the region of a few thousand pounds.

Please obtain quotations.

5.0) Pitched Roof to Left

We could see that the left side pitched roof has roof tiles, which are spalling to the ridge and various other areas. With a Full Repairing and Insuring Lease you will be asked to replace these which is likely to be expensive as this will require high-level access and possibly scaffolding.



Pitched roof to left



Spalling to ridge tiles

ACTION REQUIRED: We would recommend taking the opportunity over the next few years to replace the ridge tiles and from an operations point of view if dampness does get into the structure it would penetrate into the first floor function room area as well as causing deterioration to any timbers that the dampness meets on its way through to the function room area.

ANTICIPATED COST: If the work is carried out quite soon costs will be in the region of £2,500 to £5,000, scaffolding is likely to be an expensive part of this work. Please obtain quotations.

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6.0) Rear Flat Roofs

There are two flat roofs to the rear of the property; one to the left and one to the right, which is pseudo-pitched.

6.1) Rear right pseudo-pitched roof

The rear right pseudo-pitched roof has modern tiles which are starting to spall and need repair and making good. We also noted the flat roof is full of rubbish.



Aerial 360 photo of rear right pseudo pitched roof



Spalling tiles on the rear right pseudo-pitched roof



Rear right flat roof with rubbish on it which needs clearing

6.2) Rear Left Flat Roof

There is an access onto the left flat roof which is partly protected by a rail however there is a rail missing to the end of the flat roof.



Aerial 360 photo of rear left flat roof



Rear left flat roof



Handrail replaced with carcass of a bed

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ACTION REQUIRED: Replace spalling tiles on pseudo pitched rear right roof, reinstate the safety rail on the left hand flat roof and clear both flat roofs.

ANTICIPATED COST: A few thousand pounds; please obtain quotations.

7.0) Gutters and Downpipes

You have ogee cast iron gutters which are renowned for rusting to the rear, there was vegetation growing from many of them which would indicate that there is also rainwater sitting in them which will lead to rust etc.



Rusting cast iron guttering

ACTION REQUIRED: Initially clear the gutters then check on a rainy day which gutters are leaking and in need of repair or replacement, then carry out repairs the sooner the better to help resolve any dampness that is getting into the property.

We would always try and keep cast iron gutters wherever possible as they last longer than plastic and are often considered more appropriate on older buildings, particularly Listed Buildings such as this.



Gutter full of moss/debris

ANTICIPATED COST: Few hundred pounds; please obtain quotations.

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8.0) Brickwork

You have an older style soft red brick to much of the property which we could see has been incorrectly re-pointed using a cement mortar instead of a lime based mortar which is causing deterioration to the brickwork. This deterioration will only become worse with time. You again would be liable for this under the Full Repairing and Insuring Lease and also the use of cement mortar on an old property like this, we believe, is not compatible with general Listed Building/Conservation requirements.



Brickwork spalling which has been incorrectly re-pointed in cement mortar



Low level brickwork incorrectly repointed in cement mortar



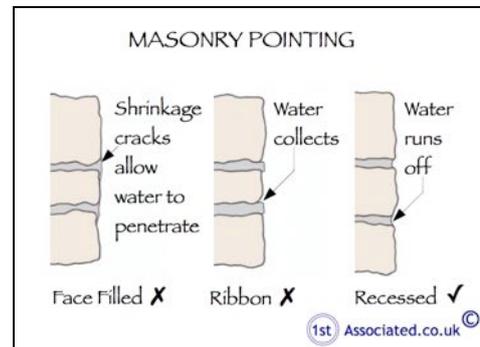
Dampness in brickwork



Brickwork breaking up

Re-Pointing Defined

Re-pointing is carried out where the existing mortar has failed and broken away to stop damp penetration and further deterioration. The mortar should be raked out to approximately 20mm and then replaced with a mortar of a similar type, therefore, stopping damp occurring.



Pointing

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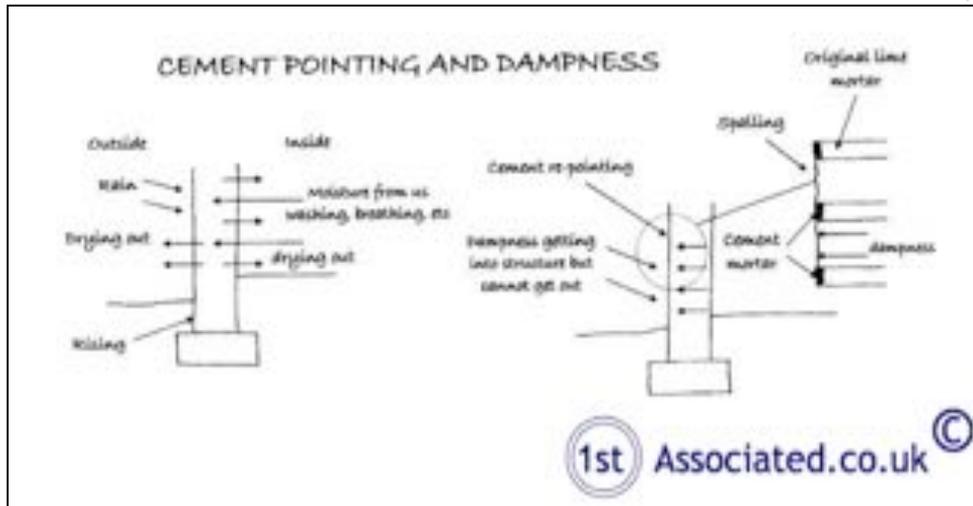
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Lime Every Time – a bit more information

We recommend using lime mortar in future repairs regardless of what builders say. Using lime mortar will limit further damage to the brickwork, which is almost impossible to repair successfully.



Use lime mortar every time instead of cement on older properties

ACTION REQUIRED: We recommend that all cement mortar is removed from the building and repointing in a lime based mortar, together with brick repairs.

Ideally we would recommend that the walls are excluded from the Lease.

We also feel there are dampness problems associated with the way this building has been repaired over the years; please see the next section.

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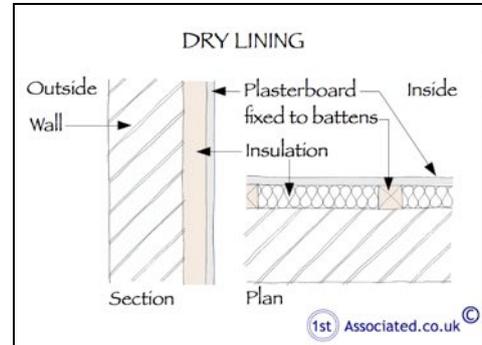


9.0) Dry lining to hide dampness

We noted that some areas of the property, particularly the toilets and kitchen have been dry lined/have a false wall, effectively hiding dampness in the property.

Dry Lining Defined

This term comes from the fact that plasterboard is dry and used as an inner lining within the property. Prior to this a wet plaster was used and required drying out periods, which slowed the construction process down. Therefore almost universally in modern properties dry lining is used both as a ceiling material and sometimes to internally line the walls.

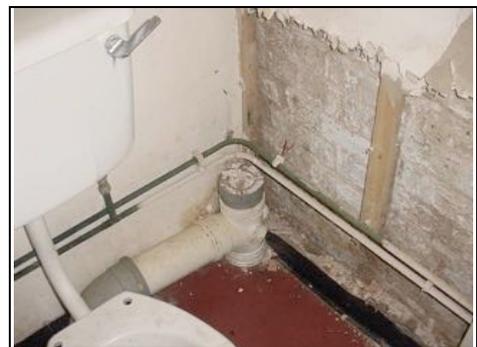


Dry lining

The dampness can effectively be seen within the kitchen/toilet area where the wall has deteriorated, exposing the dry lining/false wall.



Exposed dry lining in toilet



Close up view of dry lining where the dampness has taken the plasterboard off the wall

ACTION REQUIRED: Exclude any dampness from the Lease as we feel much of it has been hidden by the dry lining over the years when alterations have been carried out.

ANTICIPATED COST: We would set aside the sum of £500 to £1,000 to repair the deteriorating dry lining within the toilet area and general redecoration; obtain quotes.

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10.0) Windows

You have timber painted casement windows; many of them are in poor condition. We could see that rot has been painted over and we could push a knife several inches into many of the timber windows during our knife test.

We would add that some of the windows have been redecorated but we would consider this to be to a DIY standard. The windows are in such a condition now that in some rooms dampness is getting in and around the windows.



Rot to window



Rot to front window



Rot to Managers office/front left bedroom window



Broken front window pane



Dampness coming in around Managers office/front left bedroom window

ACTION REQUIRED: Repair, splicing in new timber and redecoration; possibly replacement in some cases may be more economical but do remember that you need to get Listed Buildings Approval if this is being carried out.

Ideally we would recommend these are excluded from the Lease and the work is carried out by the property owner as we do not feel that the existing leaseholder is competent in the way they have attempted to carry out these repairs to date, particularly bearing in mind this is a Listed building.

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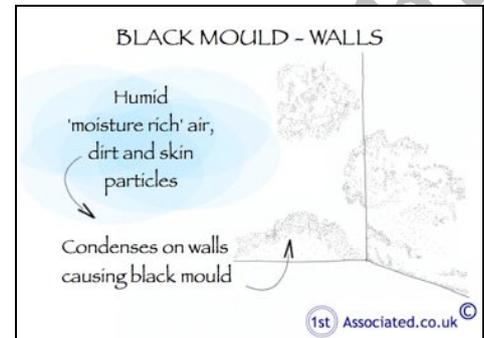
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ANTICIPATED COST: In the region of £5,000 to £10,000, but we would not be surprised if costs were up to £20,000 if the windows have to be replaced and made to their existing profiles. Of course you will then have the associated dampness to resolve. Please obtain quotations.

11.0) Environmental Health and Dampness

There is a considerable amount of dampness getting into the cellar area where black mould is visible.



Black mould to walls



Dampness in cellar



Damp in cellar

ACTION REQUIRED: We recommend a meeting with the Environmental Health Officer both with regard to the cellar and also the kitchen in general explaining that you have run this particular public house before and agree an action plan over the next year.

12.0) Meeting with Conservation Officer/Listed Buildings Control Officer

Before you commit to the Lease we would recommend that you have a meeting with the Conservation Officer and are advised their general thoughts and opinions regarding the property and then present this information to the property owners.

ACTION REQUIRED: We recommend you speak to them before you commit to the Lease.

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13.0) Trees

There are many mature trees surrounding the property, which require a maintenance plan.



Large mature trees



Top of large mature trees, close to property



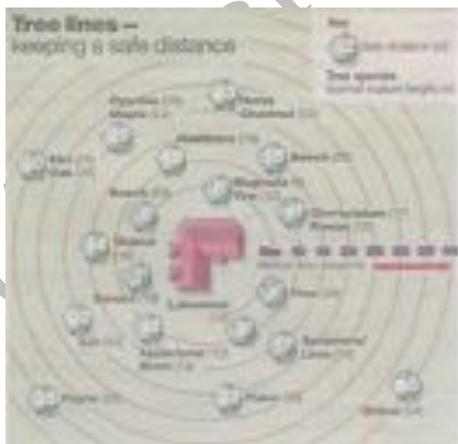
Overhanging trees

ACTION REQUIRED: Appoint an arboriculturalist (not a tree surgeon) to carry out a five year programme of maintenance work.

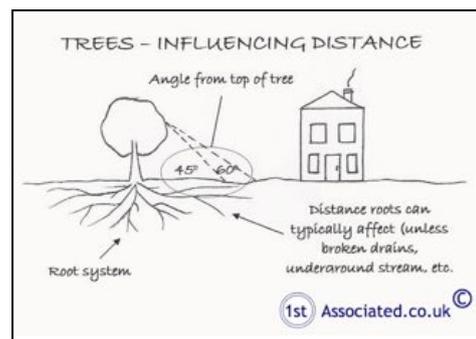
ANTICIPATED COST: In the region of £500 to £1,000 but there will be re-occurring costs over the years. Please obtain quotations.

Influencing Distance Defined

This is the distance in which a tree may be able to cause damage to the subject property.



Tree lines



Influencing distance

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14.0) Limited access

There was a dog compound to the left side and we therefore did not have access to this area.

Similarly, we did not have access to the rear of the barn.



Left side of property
Aerial photo 360 view which we were unable to access

15.0) Internal Redecoration

It would appear that the existing leaseholders have started to redecorate internally. We would consider the work that has been carried is a poor DIY standard at best, which has involved painting the public house in an inappropriate red. Interestingly when we spoke to the pub manager he advised that the maintenance and painting of the pub internally and repair/painting of the windows had been added to the list of jobs he has to carry out rather than having a professional to carry out the work.



Areas with paint missing



Poor quality painting

ACTION REQUIRED: Full internal redecoration.

ANTICIPATED COST: In the region of £3,000 to £6,000; please obtain quotations.

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16.0) Services

16.1) Extract ductwork in kitchen

Grease is literally coming out of the extract ductwork in the kitchen.

ACTION REQUIRED: Deep clean.

16.2) Extract fan

The extract fans do not look to have been cleaned for many years and grease is literally dripping out of the rear of the extract.

ACTION REQUIRED: Install grease traps.



Rear extract fan needs clearing of grease

16.3) Servicing of boilers

Given the general lack of standards with regard to maintenance we suggest that all boilers, etc, are serviced.

ACTION REQUIRED: Service all boilers.

ANTICIPATED COST: In the region of £500 to £1,000; please obtain quotes.

16.4) Thermal efficiency

This age, type and style of property generally has poor thermal efficiency. In years gone by we did not consider energy bills and heating costs in the same way as we do today.

We feel there will be increasing pressure by rising energy prices and government legislation with regard to thermal efficiency, for example when flat roofs are now being re-roofed Building Regulations requirements generally want insulation to be added. You need to be aware that sometimes the addition of insulation can lead to over the over insulating of older and Listed buildings so you do need to take great care to ventilate appropriately.

ACTION REQUIRED: You will need to take appropriate advice.

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16.5) Manhole not lifted

We were unable to lift the manholes.

Manholes Defined

Access areas which usually fit a man (or woman) into them and are put in where the drains change direction.

ACTION REQUIRED: We would recommend a closed circuit TV camera report of the drains.

ANTICIPATED COST: A few hundred pounds; please obtain quotes.

17.0) Play Area

We think the play area may not potentially be to The Royal Society for the Prevention of Accidents (RoSPA) standards.



Play area



Close up view of play area

ACTION REQUIRED: Have this checked to ensure it is to RoSPA standards.

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18.0) Function Room and Barns

In theory, the function room and the barns should both be redecorated at the end of the lease term but it looks like no work whatsoever has been carried out.

18.1) Condensation and dampness to function room

We found rising dampness generally within the toilet areas and back of house areas and found condensation to be particularly bad within the kitchen area.

ACTION REQUIRED: Please see our earlier comments about dampness in these areas.

18.2) Interior of barns

We did not have access into the barns and would be more than happy to return. From the exterior (front) we assume no work has been carried out to it for many years.

ACTION REQUIRED: Please ensure this area is cleared of any stored items before you take over the business.

Ideally we would exclude the barn from the lease.

High Priority

We normally put here things that we feel will be difficult to resolve and will need serious consideration.

There has been a general lack of maintenance on the property for many years and the maintenance that has been carried out is of poor quality.

You have a dual responsibility under the Full Repairing and Insuring Lease terms and also as this is a Listed Building we recommend that you negotiate very hard if taking on this Lease to ensure the liability is either kept with the existing leaseholders and/or the property owners to bring the property up to a standard appropriate for a Full Repairing and Insuring Lease.

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SUMMARY UPON REFLECTION

The Summary Upon Reflection is a second summary so to speak, which is carried out when we are writing the second or third draft a few days after the initial survey when we have had time to reflect upon our thoughts on the property. We would add the following in this instance:

This is a relatively high-risk lease to take on due to the amount of outstanding work and that it is a Grade II Listed Buildings. Having said that, you have run the business before so you can assess the potential against the liability.

We would ask that you read this Property Report and the Schedule of Condition and contact us on any issues that you require further clarification on.

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REPORT INFORMATION

EVERY BUSINESS TRANSACTION HAS A RISK

Every business transaction has a risk, only you can assess whether that risk is acceptable to you and your circumstances.

SOLICITOR/LEGAL ADVISOR

To carry out your legal work you can use a solicitor or a legal advisor. We have used both terms within the report.

TERMS OF ENGAGEMENT/LIMITATIONS

This report is being carried out under our terms of engagement, as agreed to and signed by you. If you have not seen and signed a copy of our terms of engagement please phone immediately.

OUR AIM IS ONE HUNDRED PERCENT SATISFACTION

Our aim is for you to be completely happy with the service we provide, and we will try and help you in whatever way possible - just phone us.

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If you would like any further advice on any of the issues discussed (or indeed any that have not been discussed!) then please do not hesitate to contact us on **0800 298 5424**.

For and on Behalf of
XXXX
Independent Chartered Surveyors
XXXX

This Report is dated: XXXX

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APPENDICES

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FACILITIES

(All directions given as you face the property from the front)

We have included a list of the facilities that we have viewed. The following gives a general overview of the property.

Ground Floor

Front of House Area

- 1.0) Entrance Lobby (front)
- 2.0) Main bar (front right)
- 3.0) Ladies Toilets (rear right)
- 4.0) Gents Toilets (rear right)
- 5.0) Disabled/Less Able Toilets (rear right)

Back of House Area

- 6.0) Catering Kitchen and wash up area (left side)
- 7.0) Associated toilets

Basement/Cellar

- 8.0) Access via main bar
- 9.0) Cellar

First Floor

Private Living Accommodation

- 10.0) Landing and stairs area (accessed from main bar)
- 11.0) Bedroom One (front)
- 12.0) Bedroom Two (right)
- 13.0) Bedroom Three (right)
- 14.0) Bedroom Four (right)
- 15.0) Office area (middle)
- 16.0) Kitchen (middle)
- 17.0) Function Room (left)
- 18.0) Bathroom (rear)

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19.0) Staircase (accessed from outside)

Single Storey Property - front

- 20.0) Function Room with stage and bar area
- 21.0) Preparation/kitchenette area (middle)
- 22.0) Ladies Toilets (rear)
- 23.0) Gents Toilets (rear)

Barn – unused - rear

We have not accessed the Barn.

Boundaries

- 1.0) Front: road
- 2.0) Left: fields
- 3.0) Right: pre-business
- 4.0) Rear: barns

Note, we have not seen a copy of the Deeds and assume the boundary is to be as visually set out above.

Your Legal Advisor to check and confirm boundaries and your legal rights with regard to access, parking and permitted hours of work.

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Services

This Property Report does not include any specialist reports on the electricity supply and circuits, heating or drainage, as they were not requested. The comments that follow are based upon a visual inspection carried out as part of the overall Survey.

Services and specialist installations have been visually inspected. It is impossible to examine every detail of these installations without partially dismantling the structure. Tests have not been applied. Conclusive tests can only be undertaken by suitably qualified contractors. The Landlord/Tenant should be requested to provide copies of any service records, test certificates and, ideally, the names and addresses of the installing contractors.

Certificates required to be obtained from landlord/outgoing lessee

Test certificates to be provided on:-

- 1) Asbestos - Up to date asbestos report with samples.
- 2) Chimneys - Certificates confirming chimneys have been swept.
- 3) Drainage – closed circuit TV camera report.
- 4) Electrics – An Institution of Engineering and Technology (IET) standards test and report to be carried out by an NICEIC registered and approved electrical contractor or equivalent.
- 5) Environmental Health certificates and latest reports - we recommend you meet with the Environmental Health Officer before you legally commit to purchase.
- 6) Fire Safety/Fire Alarms/Emergency Lighting - we recommend you have a Fire Specialist to review the building prior to legally committing to purchase.
- 7) Gas Safe inspection and test report (you need to see heating in working order)
- 8) Lighting - The lighting needs to be checked to ensure it is suitable for the purposes for which you wish to use it, for example in the kitchen areas.
- 9) Safe access system - ensure there is a full man safe system for maintenance access and that this has been tested.

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- 10) Security System test
- 11) Drainage tests.
- 12) Any proposed planned maintenance that the landlord will be carrying out before the Full Repairing and Insuring lease takes place on the basis of the property condition and Schedule of Condition.

Tests and reports are standard requirements of a Full Repairing and Insuring lease as is redecoration before the end of the lease. We have not been instructed to carry out independent separate services tests.

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Details of Listing

Ref: NGR: XXXX

XXXX

XXXX

Grade - II

Public house. C18 timber framed building with later brick addition, the whole with courwashed roughcast render. Clay tile roofs, earlier block hipped to W end. L-plan, main block of one storey and attics, later block to NE of 2 storeys. Variety of casements, mostly C20, with canted bay and gabled dormer to main block. C20 gabled porch. Red brick double ridge stack to main block, red brick integral gable end stack to NE block.

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LIMITATIONS

CONDITIONS OF ENGAGEMENT

The report has been prepared in accordance with our Conditions of Engagement dated XXXX and should be regarded as a comment on the overall condition of the property and the quality of its structure and not as an inventory of every single defect. It relates to those parts of the property that were reasonably and safely accessible at the time of the inspection, but you should be aware that defects can subsequently develop particularly if you do not follow the recommendations.

ENGLISH LAW

We would remind you that this report should not be published or reproduced in any way without the surveyor's expressed permission and is governed by English Law and any dispute arising there from shall be adjudicated upon only by the English Courts.

SOLE USE

This report is for the sole use of the named Client and is confidential to the Client and his professional advisors. Any other persons rely on the Report at their own risk.

ONLY HUMAN!

Although we are pointing out the obvious, our Surveyors obviously can't see through walls, floors, heavy furniture, fixed kitchen units etc. they have therefore made their best assumptions in these areas.

As this is a one off inspection, we cannot guarantee that there are no other defects than those mentioned in the report and also that defects can subsequently develop.

WEATHER

It was a dry and sunny day at the time of the inspection.

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INSPECTION LIMITED

Unfortunately in this instance our inspection has been very limited due to:-

- 1) We have had a limited view of the roof.
- 2) The property has been viewed from ground level and from the single storey roofs; we would be happy to return and view with a cherry picker, which is what we would recommend.
- 3) The fixtures and fittings limited our view internally.
- 4) We have not had the benefit of opening up the walls, as we do not feel we can do this without damaging the property.
- 5) We have not had the benefit of opening up the floors or taking core samples, as we do not feel we could do this without damaging the property.
- 6) We have not had access to the barn.
- 7) We have not turned any services on or tested the services.
- 8) We have not had a brief from your solicitors with regard to the lease.
- 9) We did not have the benefit of talking to the leaseholders or the property owners.

BUILDING INSURANCE

We do not advise with regard to building insurance. You need to make your own enquiries. Some areas may have a premium, some buildings may have a premium and some insurers may be unwilling to insure at all in certain areas. You need to make your own enquires prior to committing to purchase the property. Please be aware the fact a building is currently insured does not mean it can be re insured.

We would comment that non-insurability of a building we feel will affect lease value.

ACTION REQUIRED: You need to ensure that the leaseholders have adequate insurance.

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TERMS AND CONDITIONS

Our computer system sends two copies of our Terms and Conditions to the email address given to us when booking the survey; one has the terms attached and the other has links to the Terms and Conditions on our website (for a limited time). If you have not received these please phone your contact immediately.

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